

This Addendum to Electric Service Agreements (this "Addendum") is entered into as of ~~the Effective Date~~ (the "Effective Date") by and between Delphi Automotive Systems, LLC (together with its affiliates and subsidiaries, "Delphi") and Entergy Mississippi, Inc. ("Company").

A. Company supplies electricity to Delphi pursuant to the following agreements (collectively, the "Supply Contracts"):

- (1) Agreement for Service dated December 17, 1976, as amended and modified; and
- (2) Agreement for Service dated September 12, 1997.

B. As allowed by the Supply Contracts, Section V of Company's Service Policy (the "Service Policy" (on file with the Mississippi Public Service Commission ("MPSC")), and Rule 9 of the Rules and Regulations Governing Public Utility Service (the "Rules and Regulations") promulgated by the MPSC, Company has required that Delphi provide a deposit as a guarantee of payment for utility service provided by Company to Delphi.

C. Delphi and Company have agreed to modify the payment terms of the Supply Contracts and that Delphi will provide Company with a deposit as provided below.

Based upon the foregoing recitals and for good and valuable consideration, the receipt and adequacy of which is acknowledged, Delphi and Company agree as follows:

1. Except as expressly modified herein, all Supply Contracts remain in full force and effect. Nothing in this Addendum shall alter the terms of payment of any amounts that become due and owing to Company before the Effective Date.
2. Within one business day after the Effective Date, Delphi shall deliver to Company the sum of \$600,000.00 (the "Deposit") to be held by Company pursuant to the Rules and Regulations and any applicable orders of the MPSC as a guarantee of payment for utility service provided under the Supply Contracts. The Deposit shall be deemed to have been delivered to Company when it has been received by Company. The Deposit shall be delivered to Company either by check or by wire transfer, at Delphi's option. If by check, the check shall be delivered to the following address:

Entergy Mississippi, Inc.  
Attn: Alan H. Katz, L-ENT-26C  
639 Loyola Avenue  
New Orleans, LA 70113

If by wire, wiring instructions are as follows:

Hibernia National Bank  
New Orleans, LA  
ABA 065000090  
Entergy Services Inc.  
Remittance Account  
# 882343421

Addenda Field: Entergy Customer account number 16464919  
Delphi shall send email to [akatz@entergy.com](mailto:akatz@entergy.com) with wire reference number.

Should the Deposit not be delivered to Company as provided in this section, Company shall fax a notice of nonpayment to the facsimile number in section 3 below. Should the Deposit not be delivered to Company within twenty-four (24) hours after notice of nonpayment is faxed, Company is and shall be authorized to terminate service without further notice, notwithstanding anything to the contrary.

3. On and after September 1, 2005, Company shall fax its monthly invoices (each, an "Invoice") to Delphi to the following facsimile number: (773) 442-0219. Within seven (7) days of its receipt of an Invoice, Delphi shall deliver payment of the amount of such Invoice to Company. A payment shall be deemed to have been delivered to Company when it has been received by Company. Payments shall be delivered to Company either by check or by wire transfer, at Delphi's option. If by check, the check shall be delivered to the following address:

Entergy Mississippi, Inc.  
Attn: Remittance Processing, L-ENT-23D  
639 Loyola Avenue  
New Orleans, LA 70113

If by wire, wiring instructions are as follows:

Hibernia National Bank  
New Orleans, LA  
ABA 065000090  
Entergy Services Inc.  
Remittance Account  
# 882343421

Addenda Field: Please reference the appropriate Entergy customer account number.  
Delphi shall send email to [jmajews@entergy.com](mailto:jmajews@entergy.com) with wire amount and reference number.

Should any payment not be delivered to Company as provided in this section, Company shall fax a notice of nonpayment to the facsimile number in this section. Should such payment not be delivered to Company within twenty-four (24) hours after notice of

nonpayment is faxed, Company is and shall be authorized to terminate service without further notice, anything to the contrary notwithstanding.

4. Except in the event of a material adverse change in Delphi's financial situation or a material increase in Company's monthly billings to Delphi, Company waives any further right to seek an increase in the Deposit or further payment term modifications under the Rules and Regulations and applicable laws.

5. Beginning ninety (90) days from the Effective Date and continuing quarterly thereafter, upon Delphi's written request Company will meet with Delphi to review Delphi's then current financial situation and the Company's then current billings and consider, in good faith, modifications to payment terms and the Deposit.

6. Both Delphi and Company will keep the terms of this Addendum together with all related discussions strictly confidential. Except to the extent required by applicable law, Delphi and Company will disclose the terms of this Addendum only to state utility regulators, to their respective management personnel who need to know such information to implement the terms of this Addendum, and to their respective legal counsel and other advisors with whom they have a recognized legal privilege; provided that all such persons shall be informed by Delphi or Company, as appropriate, of the confidentiality restrictions contained herein. Delphi and Company each further agrees that it will be responsible and liable for any breach of the confidentiality provisions set forth in this Addendum by its management personnel, legal counsel and other advisors. Delphi and Company each acknowledges that failure to honor the confidentiality provisions contained herein could cause economic harm to the other. Any discussions by Delphi or Company with the press or media regarding this Addendum and its terms are expressly prohibited.

7. The parties hereto acknowledge that they are executing this Addendum without duress or coercion and without reliance on any representations, warranties or commitments other than those representations, warranties and commitments expressly set forth in this Addendum.

8. This Addendum constitutes the entire understanding of the parties in connection with the subject matter hereof. This Addendum may not be modified, altered, or amended except by an agreement in writing signed by Delphi and Company. This Addendum shall be deemed to be incorporated by reference into, and shall be part of, all Supply Contracts without any specific reference to this Addendum in any Supply Contracts. The terms and conditions of the Supply Contracts are amended to include the terms of this Addendum. Should an inconsistency or conflict exist between the express terms of the Supply Contracts and this Addendum, the terms of this Addendum shall govern and control. This Addendum is being entered into among competent persons who are experienced in business and represented by counsel, and has been reviewed by Delphi and Company and their respective counsel. Therefore, any ambiguous language in this Addendum will not necessarily be construed against any particular party as the drafter of such language.

9. This Addendum shall be governed by, and construed and enforced in accordance with, the laws of the State of Mississippi, without regard to conflicts of law principles.

10. This agreement is subject to orders of regulatory authorities having jurisdiction, including the MPSC, and to the provisions of the Service Policy.

EXECUTED as of the Effective Date.

Delphi Corporation

By: Kevin Smith  
Name: Kevin Smith  
Title: Director of Machinery/Equipment  
and Indirect Purchasing

Entergy Mississippi, Inc.

By: Harley R. Fisackerly  
Name: Harley R. FISACKERLY  
Title: Vice President, Customer Ops.